

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Atlas Air, Inc.	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 07 CV 10478 (SCR)
	)	
Ocean Airlines S.p.A.	)	
	)	
Defendant.	)	
	)	

**DECLARATION OF SERVICE OF SUMMONS AND COMPLAINT**

Katherine Henninger does hereby declare under the penalties of perjury that the following is true and correct:

1. I am over the age of eighteen (18) years and I am not a party to this action.
2. On November 20, 2007, I enclosed a true and correct copy of the Summons and Complaint and Civil Cover Sheet in a prepaid Federal Express package addressed to: Rossano De Luca, Chief Executive Officer, Ocean Airlines, S.p.A., Aeroporto di Brescia 25018, Montichiari (BS) Italy.
3. I asked Federal Express for confirmation that package was received and signed for at the above address and it was confirmed as being delivered and signed for on November 23, 2007 at the above address.
4. Attached as Exhibit A to this Declaration is the confirmation documentation received from Federal Express setting forth the date of delivery and that it was signed for and received on that date.

Sworn and subscribed to this 4<sup>th</sup> day of December 2007:

  
Katherine Henninger

Atlas v. Ocean

Company Name: McGovern & Associates  
Name: Katey Henninger  
E-mail: [khenninger@mcgovernlaw.com](mailto:khenninger@mcgovernlaw.com)

Ship (P/U) date:	Nov 20, 2007
Delivery date:	Nov 23, 2007 10:12 AM
Sign for by:	.OCEAN
Delivered to:	Receptionist/Front Desk
Service type:	FedEx International Priority
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	1.00 lb.
Special handling/Services:	Deliver Weekday

Shipper Information	Recipient Information
KATEY HENNINGER	ROSSANO DE LUCA
MCGOVERN ASSOCIATES	OCEAN AIRLINES, S.P.A.
14 E. 60TH STREET;SUITE 606	AEROPORTO DI BRESCIA
NEW YORK	MONTICHIURI (BS)
NY	IT
US	25018
10022	

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All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](http://fedex.com).

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## Detailed Results

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<b>Tracking number</b>	798313637066	<b>Destination</b>	MONTICHURI (BS) IT
<b>Signed for by</b>	.OCEAN	<b>Delivered to</b>	Receptionist/Front Desk
<b>Ship date</b>	Nov 20, 2007	<b>Service type</b>	Priority Envelope
<b>Delivery date</b>	Nov 23, 2007 10:12 AM	<b>Weight</b>	1.0 lbs.
<b>Status</b>	Delivered		
<b>Signature image available</b>	<u>No</u>		

Date/Time	Activity	Location	Details
Nov 23, 2007 10:12 AM	Delivered	MONTICHURI (BS) IT	
8:10 AM	On FedEx vehicle for delivery	LA SPEZIA IT	
Nov 22, 2007 8:05 AM	At local FedEx facility	LA SPEZIA IT	
4:30 AM	Int'l shipment release	MALPENSA IT	
4:30 AM	In transit	MALPENSA IT	
2:37 AM	In transit	MALPENSA IT	Package available for clearance
Nov 21, 2007 9:19 PM	Departed FedEx location	PARIS FR	
2:26 AM	Departed FedEx location	NEWARK, NJ	
Nov 20, 2007 11:12 PM	Left origin	NEW YORK, NY	
10:27 PM	Left origin	NEW YORK, NY	
10:27 PM	Arrived at FedEx location	NEWARK, NJ	
6:07 PM	Picked up	NEW YORK, NY	
1:54 PM	Package data transmitted to FedEx		

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E-mail address

Language

Exception updates

Delivery updates

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<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

 Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

Not available for Wireless or

non-English characters.



☐ By selecting this check box and the Submit button, I agree to these Terms and Conditions

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From: Origin ID: JRBA (212) 688-9840  
 Katey Henninger  
 McGovern & Associates  
 14 E. 60th Street  
 Suite 606  
 New York, NY 10022  
 UNITED STATES



Ship Date: 20NOV07  
 ActWgt: 1 LB  
 System#: 8934695/INET7091  
 Account#: S \*\*\*\*\*

TotWgt: 1 LB

SHIP TO: 390309657370

BILL SENDER

Rossano De Luca  
 Ocean Airlines, S.p.A.  
 Aeroporto di Brescia

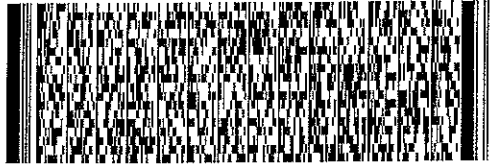
REF:  
 DESC-1: Correspondence/No Customs Value  
 DESC-2:  
 DESC-3:  
 DESC-4:  
 EEI: NO EEI 30.37(a)  
 COUNTRY MFG: US  
 CARRIAGE VALUE: .00 USD  
 CUSTOMS VALUE: USD  
 T/C: S 228126047 D/T: R  
 SIGN: Katey Henninger  
 EIN/VAT:

Montichuri (BS), 25018  
 IT

TRK# 7983 1363 7066  
 0430

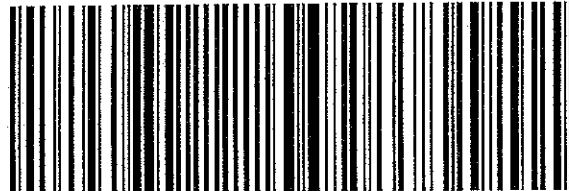
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2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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